

**Management  
MEMORANDUM OF UNDERSTANDING**

**History.** This memorandum is a revision of the memorandum dated 1 November 1999. Under Transformation of Installation Management (TIM), installations no longer belong to traditional Army command structures, but to Assistant Chief of Staff for Installation Management (ACSIM).

**Applicability.** This memorandum applies to Headquarters, Forces Command (FORSCOM), FORSCOM units/activities, and FORSCOM Operating Activities.

**Changes.** Changes to this memorandum are not official unless authenticated by the Deputy Chief of Staff (DCS), G-6, FORSCOM.

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## **1. PURPOSE**

a. The purpose of this memorandum is to outline responsibility, policies and procedures for the use of Memorandums of Understanding (MOUs), Memorandums of Agreement (MOAs), and Inter-service Support Agreements (ISA).

b. This memorandum further documents the functions for MOUs/MOAs between FORSCOM and comparable agencies as outlined in AR 25-50.

c. It provides guidance pertaining to the processing and reporting of MOUs/MOAs and other agreements, which constitute "international agreements" within the meaning of DOD, DA and Joint Forces Command (JFCOM) guidance. Unless indicated otherwise the same procedures and rules apply to all types of agreements.

## **2. REFERENCES**

a. AR 25-50, Preparing and Managing Correspondence

b. DFAS-IN 37-1, Financial and Accounting Policy Implementation

c. DODI 4000.19, Inter-service and Intragovernmental Support

d. DOD 5530.3, International Agreements. Memorandum, DOD General Counsel, Interim Guidance on DOD Directive 5530.3 (International Agreements)

e. AR 550-51, International Agreements

f. CSI 2300.01B, International Agreements

## **3. EXPLANATION OF TERMS**

a. Memorandum of Understanding (MOU). The MOU defines general areas of understanding between two or more parties where actions of each party are not dependent on another party.

b. Memorandum of Agreement (MOA). The MOA defines general areas of conditional agreement between two or more parties where the actions of one party depends on the actions of another party.

**c. International Agreements.**

**(1) Any document may be categorized as an international agreement even if it is not formally titled as an "international agreement." For example, an international agreement may be a Memorandum of Understanding, Memorandum of Agreement, Memorandum of Arrangement, Statement of Understanding, or any other document connoting a similar legal consequence. International agreements can include, but are not limited to, MOUs/MOAs regarding small unit training exchanges between the US Army and Foreign Forces; Standardization Agreements providing for mutual support or cross-servicing of military equipment, ammunition, supplies, and stores, or for mutual rendering of defense services, including training; and umbrella agreements, implementing arrangements, and cross-servicing agreements under the NATO Mutual Support Act. Questions concerning whether a particular agreement constitutes an international agreement shall be directed to and resolved by the Chief, Military Law Division, FORSCOM, Office of Staff Judge Advocate (OSJA).**

**(2) The MOUs/MOAs between FORSCOM officials and representatives of foreign countries may also be international agreements. Subject to some exceptions, an "international agreement" is any agreement entered into between a military or civilian representative of a HQ FORSCOM staff element or FORSCOM subordinate command or organization and an official of a foreign government or of an international organization, which signifies the intention of the parties to be bound by International law. This includes any international agreement negotiated and entered into under authority delegated to FORSCOM by JFCOM or the Secretary of the Army. An organization's authority to conduct a mission does not automatically equate to the procedural or substantive authority required to negotiate or enter into International agreements. Forces Command headquarters, subordinate commands, and organizations will consult and get the concurrence of their servicing legal counsel before negotiating or entering into international agreements.**

**d. The MOU/MOA will be used as the basic document for setting forth continuing Intercommand relationships not covered by regulation. The MOU/MOA will be used at Army Command levels to define general areas of agreement between FORSCOM and other Army Commands or comparable level organizations of other Services or Government.**

**e. The MOU/MOA will not be used to reiterate responsibilities directed by regulation (e.g., host base operations support of Army tenants) although these responsibilities may be elaborated in local support agreements (SAs) and DD Form 1144 (if necessary) to facilitate resource planning and management. The MOU/MOA will be limited to a simple statement of responsibility. When it is necessary to document and formally agree to implement details and procedures,**

these matters will be covered in locally executed support agreements (SAs) at installation and activity level.

f. As a rule, only one MOU/MOA will be executed by FORSCOM for each command. Exceptions due to security classification, uniqueness of the relationship, etc.

g. Installation Support Agreement (ISA). The ISAs established between FORSCOM unit level commanders and host installations will be conducted at the unit level. However, if there is an issue that needs clarification or resolution, FORSCOM will assist the unit(s) in resolving it.

h. The FORSCOM directorates are an integral component of the FORSCOM staff. Each staff directorate has primary responsibility for staff coordination and management of assigned functions. Responsibilities, accompanied by commensurate authority to act for the FORSCOM commander, normally include policy development, staff coordination, establishment of controls, and review of effectiveness of operations. The FORSCOM staff directorates include the following:

(1) Command Group which consist of the Commanding General (CG), Deputy Commanding General/Chief of Staff (DCG/CofS), and the Deputy Commanding General, Reserve Component (DCG-RC).

(2) The Primary Staff has full authority to act on matters within his/her functional area. The primary staff consists of the following Deputy Chiefs of Staff:

- DCS, G-1 - Personnel and Installation Management (DCSPER)
- DCS, G-2 – Intelligence and Security
- DCS, G-3/5/7 – Operations, Plans
- DCS, G-4 - Logistics
- DCS, G-6 - Command, Control, Communications and Computers
- DCS, G-8 - Resource Management

(3) The special staff consists of officers who assist and advise the CG in specialized areas. Special staff officers have direct access to the CofS; however, normal supervisory responsibility applies to general staff functions. Special staff officers support, advice and coordinate actions with other staff agencies having an interest in the subject matter. The special staff consists of the following:

- Adjutant General (Under direction of DCS, G-1)
- Engineer (Under direction of DCS, G-1)
- Internal Review (Reports directly to CofS)
- Principal Assistant Responsible for Contracting (PARC), (Under direction of DCS, G-4, reports directly to CG)
- Provost Marshal (Under direction of DCS, G-1)

**Staff Weather Officer (Under direction of DCS, G-2)**  
**Surgeon (Under direction of DCS, G-1)**

**(4) The Personal Staff consists of staff officers who the CG desires to coordinate and administer directly rather than through normal staff channels. The personal staff includes:**

**Chaplain**  
**Inspector General**  
**Staff Judge Advocate**  
**Chief of Public Affairs**  
**Command Sergeant Major (CSM)**  
**CG's Staff Group**

**(5) Subordinate Commands. Any Reserve Component/Active Component who are subordinate to Forces Command. Some of these units/activities are Direct Reporting Units (DRU); others may be required to report to an intermediate headquarters which is subordinate to FORSCOM.**

#### **4. RESPONSIBILITIES**

**a. Deputy Chief of Staff, G-8 will:**

**(1) Formulate guidance on the use of MOUs/MOAs within HQ FORSCOM.**

**(2) Ensure FORSCOM compliance with the information contained in AR 25-50, figures 2-16 and 2-17.**

**(3) Maintain catalog copies of all MOUs/MOAs/ISAs and international agreements to which FORSCOM is a party.**

**(4) Ensure command relationships involving financial management or more than one area of staff responsibility are documented in a MOU/MOA/ISA or International agreement as required.**

**(5) Initiate annual review of MOUs/MOAs/ISAs and international agreements to ensure updates are reviewed biennially.**

**b. Staff Judge Advocate:**

**(1) In accordance with AR 550-51, International Agreements, HQ FORSCOM, is the "central office of record" for International agreements entered into by officials of FORSCOM Headquarters and FORSCOM commands and organizations with officials of foreign governments and international organizations.**

**(2) Staff Judge Advocates or the senior legal advisors for FORSCOM commands and organizations are responsible for inquiring with the appropriate elements of their supported commands or organizations to determine the existence of reportable international agreements negotiated or finalized. They are also responsible for making the annual report to FORSCOM on behalf of their commands and organizations. The categories of information reported pertaining to each international agreement will comply with references in paragraph 2d-i.**

**c. Other FORSCOM Principal Directorates, Commands and Organizations:**

**(1) Document in a MOU/MOA/ISA command relationships involving their functional area of staff responsibility.**

**(2) Notify DCS, G-8 (AFRM-PM-A), when the need for a MOU/MOA/ISA becomes evident or a proposal for a MOU/MOA/ISA is received from another command.**

**(3) Notify the FORSCOM Chief, Military Law Division, prior to the negotiation and conclusion of all international agreements negotiated by or to be entered into by FORSCOM officials, irrespective of whether the agreement is being negotiated or concluded pursuant to previously delegated authority.**

**(4) Notification to DCS, G-8 of contemplated or proposed agreements does not detract from the signature authority otherwise provided to officials of FORSCOM commands and organizations.**

**(5) Obtain prior concurrence of servicing legal counsel on International agreements.**

**(6) Appoint an individual to be the administrative, single point of contact (POC) to coordinator for MOUs/MOAs/ISAs in the respective staff agencies and provide the name of this POC to DCS, G-8, (AFRM-PM-A).**

**(7) Develop and publish MOUs/MOAs in accordance with formats in AR 25-50, Preparing and Managing Correspondence, figures 2-16 and 2-17.**

**(8) Distribute finalized copies of MOU/MOA/ISAs to FORSCOM units/activities, major subordinate commands, CONUSAs, Army Commands, and FORSCOM staff agencies having vested interest in the agreement. One copy of the finalized version of the MOU/MOA/ISAs will be submitted to the FORSCOM, Staff Judge Advocate, Chief Military Law Division and to the Office of the Judge Advocate General, IAW para 4c, AR 550-51 (OTJAG (DAJA-IO)), which is the single office of record for international agreements.**

## **5. Policies**

Before executing a MOU/MOA, DCS, G-8 shall be consulted to see if a MOU/MOA already exists within that command. While this command will participate in multilateral MOUs/MOAs, their use is discouraged. Bilateral MOU/MOA will be used when HQ FORSCOM is the proposing headquarters. A MOU/MOA initiated by HQ FORSCOM will be signed as follows:

- a. The responsible FORSCOM staff principal will sign a MOU/MOA that deals with a functional area that is the primary responsibility of that staff element within FORSCOM (e.g. the DCS, G-4 will sign MOUs/MOAs pertaining to maintenance).
- b. Should a MOU/MOA involve multiple directorates within FORSCOM and have a significant impact within each functional area, the Chief of Staff shall sign for the command. All technical aspects of the MOU/MOA shall be briefed to the Chief of Staff or included in the decision memorandum or FORSCOM Form 1048, Transmittal/Action Control (FORSCOM Memo 1-11).
- c. A MOU/MOA involving FORSCOM subordinate commands and other Army Commands shall be signed by the Chief of Staff or as otherwise delegated to officials of FORSCOM commands and organizations.
- d. The DCS, G-8 shall be the FORSCOM signatory for all MOUs/MOAs between FORSCOM and another Army Command that primarily involve fiscal resources.
- e. When a proposed MOU/MOA is received from another headquarters, FORSCOM signatory may be the organizational counterpart of the signatory from the initiating headquarters. Normally, a MOU/MOA will not require the personal signature of the FORSCOM Commanding General.

## **6. PREPARATION INSTRUCTIONS FOR MOUS/MOA**

- a. Formats for MOUs/MOAs are in AR 25-50, figures 2-16 and 2-17.
- b. In addition, all MOUs/MOAs will have the following:
  - (1) The name of the commands involved immediately below the signature block.
  - (2) Effective date of the document, if different from the date of the last approving official.
  - (3) A statement whether the MOU/MOA will remain in force after mobilization. If mobilization alters some provisions of the MOU/MOA, but not others, the nature of the changes should be stated.

**(4) A statement indicating whether the current MOU/MOA supersedes an earlier document. If so, include the name and date of superseded document.**

**(5) A provision for automatic biennial review by all parties, generally 60 days prior to the anniversary date to ensure orderly resource planning. Significant changes in the MOU/MOA that affect resources shall be included in the Command Budget Estimate.**

**(6) Include a provision for both mutually agreed upon and unilateral termination of the MOU/MOA as well as amendments as required.**

**(7) Uniformity in preparing a MOU/MOA is desirable; however, the determining factor should be that the narrative clearly and effectively covers the terms of the agreement. A MOU/MOA deviating in format or content will be handled on a case-by-case basis.**

## **7. INTERNATIONAL AGREEMENTS**

**a. No FORSCOM personnel shall commence negotiations as to any MOU, MOA, or any other agreement constituting an international agreement without first notifying and consulting with the HQ FORSCOM. Officials of FORSCOM commands or organizations shall obtain the concurrence of their servicing legal counsel prior to forwarding proposed international agreements to the FORSCOM OSJA.**

**b. Proposed international agreements shall be coordinated with the FORSCOM staff directorate with primary functional responsibility for the subject matter of the agreement prior to the negotiation and conclusion of such agreements. Prior coordination with the command's or organization's servicing legal counsel is required to ensure that both substantive and procedural legal authority exists under domestic and international law for the proposed agreement.**

**c. In accordance with AR 550-51, paragraph 4, requests to negotiate and conclude international agreements must be accompanied by a legal memorandum from the negotiating organization's legal office to the FORSCOM OSJA stating the constitutional, statutory, and other legal authority relied on for each obligation to be assumed by the United States in the agreement, as well as a discussion of other relevant legal considerations. Prior coordination with the FORSCOM staff directorate with primary functional responsibility for the matters covered by proposed agreements is also essential to ensure that such agreements are appropriate and necessary as a matter of policy.**

**d. All FORSCOM Directorates, commands, organizations and elements shall report annually to the Chief, Military Law Division, OSJA, FORSCOM, NLT**



**5 January of each year, all international agreements negotiated or concluded within the previous calendar year. An original copy of each agreement negotiated or concluded will be provided to the Chief, Military Law.**

**e. Forces Command elements with primary functional responsibility for the subject matter of an international agreement are responsible for permanently maintaining a complete negotiating history and a copy of the international agreement.**

**f. Authority to negotiate and enter into international agreements has been delegated to FORSCOM by higher headquarters, to include HQDA and the Combatant Commander and, JFCOM. This authority has been delegated to staff directorates, and to Commanders of FORSCOM commands and organizations.**

**g. Commanders and FORSCOM staff directorate heads delegated authority pertaining to the negotiation or conclusion of international agreements may not redelegate such authority without prior approval of the FORSCOM Chief of Staff. All requests for authority to redelegate delegated authority shall be coordinated with FORSCOM, who shall be informed within 10 days and receive a copy of all redelegations of authority granted under this paragraph.**